Bangalore Water Supply and Sewerage Board

Executive Engineer (MIS),
7th Floor Cauvery Bhavan, Bangalore-09

Tender Document towards the Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years.

(Through KP-procurement Portal Only)
https://www.kppp.karnataka.gov.in

Office of the Executive Engineer,
Management Information system Division
Bangalore Water Supply & Sewerage Board
7th Floor, Cauvery Bhavan, Bangalore-09

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BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of the Executive Engineer MIS,
7th Floor Cauvery Bhavan
BANGALORE – 560 009

Short Term Tender Notification
INVITATION FOR TENDER
(Only Through KP-Procurement Process)

TENDER REFERENCE(IFT No)	:	"Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 year"- 2nd CALL. No. BWSSB/EMS/TE/MIS1/AE/ 480 /2023-24 Dt: 8 /11/2023	
PERIOD TO ACCESS TENDER DOCUMENT/FORM	:	From: 09/11/2023	To: 16/11/2023
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dt: 16/11/2023 at 4.00 pm	
TIME AND DATE OF OPENING OF TENDERS	:	Dt: 17/11/2023 at 3.00 pm	
PLACE OF OPENING OF TENDERS	:	Office of the Executive Engineer(MIS) Bangalore Water Supply & Sewerage Board, 7th Floor, Cauvery Bhavan, Bangalore-09	
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer (MIS), Bangalore Water Supply & Sewerage Board, 7th Floor, Cauvery Bhavan,	

		Bangalore-09

Executive Engineer(MIS)

BWSSB

BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of the Executive Engineer (MIS)
7th Floor Cauvery Bhavan
BANGALORE – 560 009

INVITATION FOR TENDER (IFT)

(ITEM WAR TENDER)(Only Through KP-Procurement Process)

IFT No.: BWSSB /EMS/ TE/MS1/AE/ 480 /2023-2024 Dt: 08/11/2023

1. The **Executive Engineer (MIS),** invites tender from eligible tenderers, for the Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years as shown in Table below through e-procurement process with single stage tender procedure of the KTPP Act. The details regarding their qualification to take the tender (as detailed in ITT Clause 4) and the price tender shall be uploaded in the website of the e-procurement wizard. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers (ITT) to qualify for award of the contract

2. Tender documents may be downloaded through the KPP-procurement website www.eproc.karnataka.govt.in from **09/11/2023 to 16/11/2023** through KPP-portal only**.** Interested Tenderers may obtain further information at the Office of e-procurement. Tenderers will be issued a password and authorized for accessing the tender document in the website with URL: **www.kppp.karnataka.gov.in**

3. The Bidders can download the e-tender document using their user ID–password, by accessing **www.kppp.karnataka.gov.in** where electronic tender form is provided. Additional information related to e-tender process can be obtained through the above-mentioned website. The electronic tender will be evaluated as two stage Tender system by opening the Technical details first and financial portion of the eligible Tenderers later.

4. Tenderers must furnish Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be paid through any one of the forms OTC, NEFT, DEBIT CARD and CREDIT CARD through e-portal only.

5. Last Date for the submission of queries online through website is 13/11/2023.

6. The last date for uploading of completed tender document is on 16/11/2023 at 15.00 hrs

Sl. No	Name of work	Tender Processing Fee(Rs.)	Approx. Amount put to tender	E.M.D in Or Bid Security Rs (2% on estimated cost)	Period of completion	Eligibility Criteria during last 5 years (2018-19,2019-20,2020-21, 2021-22, 2022-23)	
						Turnover (Achieved in at least 2 financial years an average annual financial turnover of)	**Performance & Work Qualification**
1	2	3	4	5	6	7	8
1	Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years.	As Per E-Procurement Portal	Rs23,40,000 (Rupees Three Lakhs Forty Thousand Only/-)	50,000/-	3 years	Rs.23.40Lakhs	i) As prime contractor should have satisfactorily completed at least 1 similar works executing Annual Maintenance Contract of software application of not less than Rs 11.70 Lakhs ii) Should have executed the Maintenance Contract of software application in Bangalore city in any of the government

							department or PSU's. iii) The firm should be certified with latest ISO 9001 : 2015.

7. The bids will be opened at the office mentioned in para no.12 17/11/23 at 16.00 hrs in the presence of bidders or their authorized

8. representatives. If the bid opening day remains as public holiday, bids will be opened on the next working day at the original stipulated time.

9. Bidders can access tender documents from the website and upload the required details; those are mentioned in different sections in the bid document in to electronic tender box on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e-portal (procurement) preferably in **PDF** format for clear vision.

10. The cost of the tender document once paid will not be refunded.

11. The successful bidder would be required to furnish performance bank guarantee of 5% of the contract amount plus additional security for unbalanced bid amount from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified in the clause no.24 of ITT, towards guarantee for completion of work within the stipulated period.

12. Assessed available tender capacity = (A x N x 2.5) – B > 23,40,000/-

A= Maximum value of Civil Engineering works executed in any one year during the last five years taking into account the completed as well as works in progress
N = Number of years
B = Value of on-going works

13. Form of tender is mandatory to upload in e-procurement portal, failing which the tender will be rejected.

14. Duly signed Form of Tender and demonstrated AATC should be uploaded by the tenderer, failing which the tender will be rejected.

15. The cost of the tender document once paid will not be refunded.

16. Applications / requisitions from joint venture Firms are not acceptable.

17. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

18. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10.30 hours to 17.00 hours.

The Executive Engineer (MIS),
Bangalore Water Supply and Sewerage Board
7th Floor, Cauvery Bhavan, Kempe Gowda Road,
Bangalore – 560009, Karnataka, India.
Phone: +91-9686500594
Or **visit Website www.kppp.karnataka.gov.in**

19. Other details can be found in the tender documents.

20. List of documents to support qualification of bidder is to be uploaded to the e-Procurement portal, website **www.kppp.karnataka.gov.in**

21. Bidders shall submit offers that comply with the requirements of the bid document, **including the basic technical design as indicated in the flowcharts and specifications**. Alternatives will not be considered. The attention of the bidders is drawn to clause 22 in section 2 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.

22. Corrigendum/Addendum/Modification/corrections, if any, will be published in the Web site only.

Sd/-
Executive Engineer(MIS)
Management
Information System Division
BWSSB

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)
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A. General

1. Scope of Tender

1.1 The **Executive Engineer Management Information System,** (Referred to as Employer in these documents) invites tenders following single Cover e-procurement process, from eligible Tenderers, for Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 year (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

The scope of the work includes the following:-

1. The scope includes working condition of Water Quality Monitoring System Software (Web portal, Mobile Application Android/IOS).
2. Collection of data on the basis of division sub-division and service station and generating water quality testing reports.
3. Login into WQMS into web-portal with authentication.
4. Maintain the data base structures with properly designed integrity reference among attributes.
5. Generating monthly and date wise Water Quality testing reports by Central lab and mobile unit setup
6. Generating stage wise reports for Water Quality Monitoring
7. Creating Division and Subdivision wise reports.
8. Complete Operation and Maintenance of the WQMS software module for period of 3 years.
9. The programming language and databases shall be same as the existing ones.
10. The entire activity for the a period of 3 years shall be carried out by providing one experienced programmer (manpower personnel) from same domain, on all working days for immediate corrective measures.
11. Rectification of all defects & problems arising in the existing software.
12. As and when up-gradation and modification in data entry forms and integration of existing application with various other service providers as per requirements of BWSSB.

13. Reports generation or modifications in both Web portal, Mobile Application Android/IOS if any, as per user's request.
14. The problems need to be attended within 24 hours of lodging the complaints.
15. During the AMC period, if required the firm should develop new codes, reports, tables to the satisfaction of the Board.
16. The firm is responsible for database maintenance, daily and monthly backups.
17. Vendor should achieve the data for efficient and effective services.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer & Tender Capacity:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2018-19 to 2022-23

a) Achieved in at least 2 financial years an average annual financial turnover of Rs.23.40 Lakhs
b) Satisfactorily completed as prime contractor, at least one similar work of software application of not less than of Rs 11.70 lakhs.
c) Should have executed the Maintenance Contract of software application in Bangalore city in any of the Government Department or PSU's/ Private sector.
d) The tenderer should be latest ISO 9001: 2015 certified.
e) The tenderer should have the local office and the tenderer should upload the GST certificate.
f) Tenderer should mandatorily upload Balance Sheet duly signed by chartered accountant along with UDIN Number.
g) Tenderer should mandatorily upload Turn Over Statement of last five years period duly signed by chartered accountant along with UDIN Number
h) Tenderer should mandatorily upload Profit & Loss statement duly signed by chartered accountant along with UDIN Number.

3.3 (I) Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the

total tender value. The available tender capacity will be calculated as:

Assessed available tender capacity = (A*N*2.5 - B)>23,40,000/-

Where

A = Maximum value of maintenance of computers & peripherals works executed in any one year during the last five years (updated to 2023-24 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next **1 year** (period of completion of the works for which Tenders are invited)

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.4 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 3:

4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be uploaded in the e-procurement web-portal.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into Account in preparing their tenders, the Employer shall extend as necessary the Deadline for submission of tenders, in accordance with Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted in e- procurement web-portal by the Tenderer shall contain the documents as follows:

(a) Scanned copy of Earnest Money Deposit.
(b) The Tender (in the format indicated in Section 3).
(c) Qualification Information Form & Documents if applicable; and any other
Materials required for completing and submitting by tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 7(BOQ) shall be filled in without exception.**

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer (section 7).

7.2 The Tenderer shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words).

Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend

the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest Money Deposit (EMD)

9.1 Earnest Money Deposit only through e-procurement portal only.

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The Earnest money deposit may be forfeited:

a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   (i) Sign the Agreement; or
   (ii) Furnish the required Security deposit.

10. Format and signing of Tender

10.1 The completed bid comprising of documents should be uploaded in the e-procurement portal along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of Bid Security / EMD.

10.2 All the documents should be uploaded in e-procurement portal. Tenderer should take a print out of the declaration letter provided in the website on company letter head and should sign, stamp and upload the same to the tender.

10.3 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case

such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

11. Up-loading & submission of tenders.

11.1 The tenders should be uploaded only through e-procurement portal Tender should contain

a. All the documents with required details in prescribed format; those are mentioned in different sections in the Tender. Form of Tender, Declaration statement regarding Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2, etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the kp-procurement portal (www.kppp.karnataka.gov.in).

b. The above documents along with notarized copies of documentary evidences as indicated in Section-II ITT, Section– III Qualification information & Section IV Forms of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid documents.

B. Financial Tender consisting of Bill of Quantities:

The Tenderer shall download the bill of quantities and key in the rates (in figures only) in the Bill of Quantities sheet and upload the same file on to the website on or before the time and date indicated in notification /section – I IFT.

Note:

1. URL of the website for tender submission through e-portal **www.kppp.karnataka.gov.in**

2. The details related to submission of tenders, downloading/uploading of documents or other details are available in the help wizard, Contractor manual & FAQ of above website.

12. Deadline for submission of the Tenders

12.1 Tenders must upload all the tender documents in the e-procurement portal no later than **Upto Hrs**. In the event of the specified date for the submission of tenders being changed/ postponed by the Employer due to unforeseen circumstances, the corrigendum will be issued in the news paper & the deadline for submission of tenders will be intimated accordingly.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment/corrigendum in

accordance with **Clause 5**, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in **Clause 12** will be returned unopened to the tender.

14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify and withdraw their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-procurement. If the tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 12. In this case within the stipulated date and time, the tenderer can once again submit the requisition to the officer inviting tenders for access to withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification/withdrawal by other means will not be accepted.

14.2 Deleted.

14.3 No Tender may be modified/accepted after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in **Clause 8**.**1** above or as extended pursuant to **Clause 12.2** may result in the forfeiture of the earnest money deposit pursuant to Sub- **Clause 9.6.**

14.5 Tenderers may offer discounts for individual items by simply modifying the quoted unit price in the Bill of Quantities. Also, Tenderer may enter their overall discount, at specified location in the Bill of Quantities only, by submitting tender modifications in accordance with this clause. Communication of discount by other means will not be accepted

E. Tender opening and Evaluation

15. Opening of Tenders:

15.1 The Employer will open the technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to **Clause 12**, in the presence of the Tenderers or their representatives on ---------- after **16:00 hrs**. In the event of the specified date of Tender opening being declared a

holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 WITHDRAWAL proposal submitted pursuant to clause 14 shall be read out first and their bids shall not be opened.

15.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarifications of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 20.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern: and
(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) Making any correction for errors pursuant to Clause 19; and

b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender evaluation.

Award of Contract

21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer

within 7 days following the notification of award along with the Letter of Acceptance. Within 7 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24 Security deposit

24.1 Within 7 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional Security for unbalanced tender.

- Cash or
- Banker's cheque/Demand draft,/Pay Order in favor of the **Executive Engineer (MIS), BWSSB ,** payable at ***Bangalore*** or

1 - **A Bank Guarantee in the form given in section 8**

24.2 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract. 25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

SECTION3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

PAGE NO

-FORM OF TENDER
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-QUALIFICATION INFORMATION 22

-LETTER OF ACCEPTANCE
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- ISSUE OF NOTICE TO PROCEED WITH THE WORK

24

- AGREEMENT FORM
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Form of Tender

Description of the Works: Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years.

Tender

To:
The Executive Engineer,
Management Information System Division ,
7th Floor Cauvery Bhavan,
BWSSB, Bangalore-560009
Sir/ Madam,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.
We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____
Name of Tenderer _____
Address: ----------

Qualification Information

The Following form is to be downloaded, particulars are to be filled, scanned and uploaded by the Bidder, to **website: www.eproc.karnataka.gov.in** along with the Bid.

Note: The detailed procedure for downloading/uploading the documents will be available in Help Wizard, Contractor manual & FAQ of the above mentioned website.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy] (Attach Copy)
Place of Registration
_____
(Attach Copy)
Principal place of business:
_____

1.2 Total value of
Works executed and payments received in the 2018 - 19_____
last five years (in Rs. Lakhs) 2019 - 20_____
2020 - 21 _____
2021 - 22_____
2022 - 23_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of the Employer	Description of Work	Contract Number	Value of Contract Rs. In Lakhs	Date of issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4. Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of Completion	Value of Works remaining to be complete (Rs. Lakhs)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

Description of work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated Date period of Completion	Date When decision is expected	Remarks if any
1	2	3	4	5	6	7

(B) Works for which Tenders already submitted:

1.5 Deleted

1.6 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8 Name, address, and telephone, telex, and fax numbers of the Tenderers bankers who may provide references if contacted by the Employer.

Letter of Acceptance

(letter head paper of the Employer)

_____[date]

To:

_____
_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Clause 24.1 of ITT for an amount of Rs.———— within 7 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(letter head of the Employer)

———— (date)

To

————————————— (name and address of the Contractor)
—————————————
—————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of ————————[name of the contract] a Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called “the Employer”) of the one part and _____ _____ _____ _____ _____ _____[name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor’s Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Bill of Quantities; and
   viii) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said
_____
_____

in the presence of:
Binding Signature of Employer
_____
Binding Signature of Contractor _____

SECTION 4:

CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 34 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings (N/A)
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BWSSB from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works (N/A)

14.1 Deleted.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such

discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Software

18.1 The Employer shall give the Source code to the Contractor. If Source code is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Software

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the software, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a

Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

1 D. Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain list of items, for which Comprehensive Annual Maintenance work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30days, failing which the work shall be carried out as though there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation, if any. Further, approval of the Board has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The payment will be made after completion of every quarter (period of 3 months). The selected firm shall submit invoice quarterly and the payment after deducting applicable TDS and any other taxes will be released.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 The Payment after completion of each quarter will be made after deductions of the applicable taxes. The contractor has to submit the bills quarter wise along with reports. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed programme, payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed un reasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Contractor not having given early warning or not having cooperated with the Employer adversely affects the Employer's interests.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the

Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of Repairs:

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the updated source code and the data should be backed up within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that

states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. User Manuals

41.1 If User manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the User Manuals by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(d) The Contractor does not maintain a security which is required;

(e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(f) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the

execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the source code, software safe and secure, Backup the data

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Software, Last updated source code, Temporary changes and Data backups are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the source code, software safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the prevailing notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security

deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Safety guidelines: Annexure-A:

Jurisdiction of Courts Arbitration: The sitting of arbitration shall be held at Bangalore only and nowhere else.

Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

The parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

The contractor shall comply with all the legal requirements in the matter of
Employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependants of employee/workman as per law.

On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

In the event of such termination, the employer may consider blacklisting of firm after due notice.

In case of any death or accident the contract will be cancelled after following due process.

The Board will be entitled to claim exemplary damaged from the contractor in case of death of any work man/employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

4. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

5. The successful tenderer shall provide software developer as SPOC for knowledge transfer from the previously maintaining agency. During this period, they shall acquire and become conversant with all the nitty-gritties of the operations and related activities. The application administrators must have the integrity to maintain confidentiality of all information handled during this period.

6. BWSSB intends to award maintenance of the software modules as per following terms & conditions: -

a) Maintaining the software in existing form to ensure that it performs satisfactorily and smoothly.
b) Addition/Modification in Reports/Forms to incorporate new requirements/functionality of changing business need/policy from time to time in the above package.
c) Operational Support in routine operation and maintenance of data.
d) The Scope of comprehensive maintenance includes following major responsibilities:
   - Maintenance of source code on -site.

- Maintaining a parallel set-up for test run of the changes made.
- Problem log maintenance.
- Identification of cause of problem.
- Removal of bug reported.
- Need support to generate report as per requirements of BWSSB.
- Testing of revised version of software.
- Change Request log maintenance.
- Programming of change request and testing of revised version of the software.
- Version record updation.
- Providing assistance for sorting the operational problem faced by end user from time to time.
- Data control, maintenance of Data integrity and data validation.
- Generation of Audit Trail of software and database.
- Training BWSSB staff from time to time if required.
- Storing all the data generated in soft copies, in appropriate manner to be retrieved at any point of time. Such stored data shall be free from virus.

Note: - The change request may include modification/addition in forms/reports, modification in business logic due to change in BWSSB, state and central government policy, procedure and redesign of a form/report for performance enhancement and any changes as directed by the Engineer at any point of time during the contract period.

7. The software developer (SPOC) should have sufficient technical qualification & experience to handle existing software & issues that may arise during the usage of the software. The SPOC should be well versed with .NET 4.72,C#,ASP.NET,JAWA Script, React Native/Angular(for app development).

8. Problem reported to the vendor by BWSSB office has to be solved within 24 hours.

9. Vendor shall be responsible for the conduct of the software developer (SPOC), If the conduct/performance of the professional is not acceptable to BWSSB, BWSSB may ask for an equivalent replacement of the software developer immediately.

10. Vendor should maintain back up support management for efficient and effective services.

11. Any change in existing software/design/programming/source code required from time to time should be documented and delivered to BWSSB immediately.

12. Integration of existing application packages with other service providers as per the policy changes of BWSSB or state or central government, Upgradation of applications and data porting if require and any other work as and when required related to database and application will be covered under AMC.

13. The experienced software developer from same domain as SPOC provided for this work shall have Knowledge of Kannada.

14. Various Statistical data and special reports are to be generated as desired by BWSSB.

15. The Contractor shall be required to handover all the software with the source code and database in working condition at the time of termination/completion of contract. Otherwise, the same shall be rectified from the external agencies and whole replacement/repair cost will be borne by the contractor only.

16. The contractor should provide the maintenance service for three years. The successful tenderer shall attend the emergency calls even during holidays and Sundays or whenever is required.

17. The contractor shall not subcontract to any other agencies. If the contractor found to have sub contracted the work, the AMC will be terminated and security deposit and any bills due will be forfeited.

18. The firm should provide one programmer on all working days for immediate correction in the software.

19. If the software developer (SPOC) wants to be on leave, then he shall inform BWSSB and the AMC vendor. The vendor on such request from engineer shall arrange a suitable substitute for the relieved engineer. If the AMC vendor fails to provide a suitable substitute for the relived engineer or the engineer remains absent from his/her duty or do not attend problem or defect or error for more than 48 hours penalty will be levied as per penalty clause.

20. There is no restriction for number of corrective maintenance calls.

21. The firm should responsible for database maintenance, daily and monthly backups.

22. No separate TA/ DA will be given to any representative for attending the complaints.

23. BWSSB is not responsible for any accidents/injury to the programmer while attending the rectification of the problem at any of our locations and not liable for any sort of compensation to the programmer or to the firm.

24. BWSSB is having full rights to terminate the contract by giving one month notice to the successful tender if the work carried out is not satisfactory. In such case, BWSSB is not liable to pay security deposit/any losses/compensation to the firm.

Payment Clause

1. The payment will be made after completion of every quarter. The Contractor shall submit the bill with supporting documents such as Software changes/Issues/bug log report.
2. GST is not applicable as the above service is considered to be pure service.
3. All taxes which are applicable will be recovered as per prevailing rules.

Penalty clause

1 If any problem or defect or error is unattended for more than 48 hours, penalty will be levied as Rs 2000/- per day.
2 The modifications as directed by the Engineer in charge if not completed satisfactorily within a week will attract penalty of Rs. 2000/-.
3 In case the maintenance carried out by the firm is found to be not satisfactory BWSSB reserves its right to cancel the contract with one month notice and in such case BWSSB is not liable to pay any loss or compensation to the firm.
4 The contract can be terminated with 30 days notice on either side.

SECTION 5: CONTRACT DATA

Items marked "N/A" do not apply in this Contract. The following documents Clause Reference are also Part of the Contract:

The Employer is :

Name: Executive Engineer, Management Information System Division [1.1]
Address: 7th Floor, Cauvery Bhavan, BWSSB
Kempegowda Road,
Bangalore- 560009
Ph:
Name of authorized Representative:
Executive Engineer, (MIS)
7th Floor, Cauvery Bhavan, BWSSB
Kempegowda Road,
Bangalore- 560009
Ph:
The name and identification:
Number of the Contract is: Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 year
[1.1]

The Works consist of maintenance of working condition of Water Quality Monitoring software Applications, Rectification of all defects & problems arises in the existing software, Modifications in data entry forms and integration of existing application with various other service providers as per requirements of BWSSB and reports generation or modifications as per user request.

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is:
Three year's from start date [15, 22]

The following documents also form part of the Contract: Sub-Clause 2.2 of section 4(Conditions of Contract)
[2.2]

The Site Possession Date is: N/A [18]

The Site is located at: CAUVERY BHAVAN, BWSSB, K.G ROAD, BANGALORE-560001.
The Defects Liability Period is **N/A**. [27]

The liquidated damage for the whole of the works is:

Rs.0.1% of the contract price (amount) per day

The maximum amount of liquidated damages for the whole of the works [36]
is ten percent of final contract price.

The date by which "User Manuals" in 5 sets are required is within 30 days of issue of certificate of completion [41]

The amount to be withheld for failing to supply "User Manuals"[23] by the date required is **Rs. 30,000/-**

[41]

The following events shall also be fundamental breach of the contract:
[42.2]
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent. [43.1]

2. In case the contractor fails to execute the work & same will be executed with other contractor.
[43]

Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years.

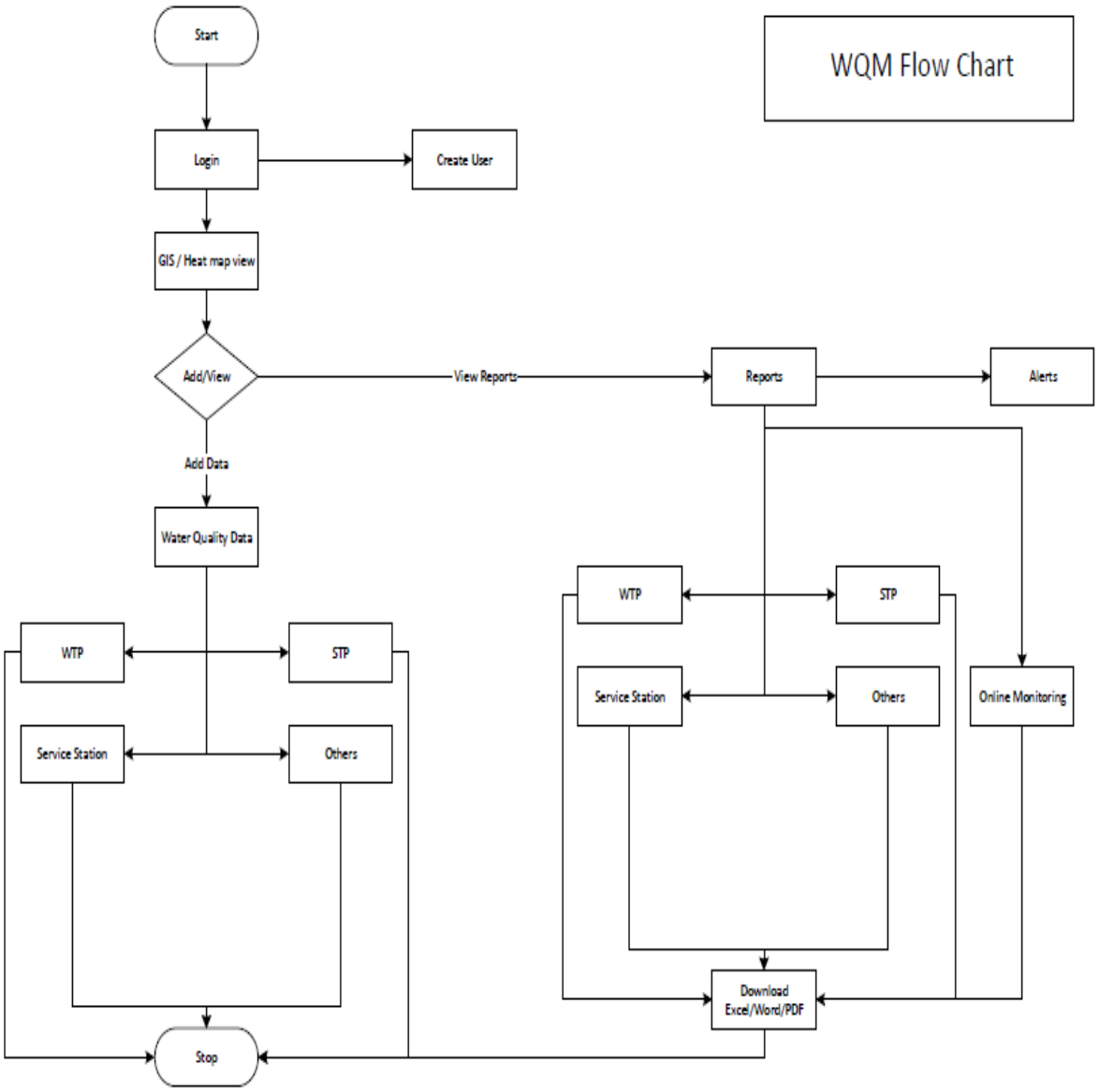
7th Floor, Cauvery Bhavan, Bangalore-09.

SECTION 6: SPECIFICATIONS

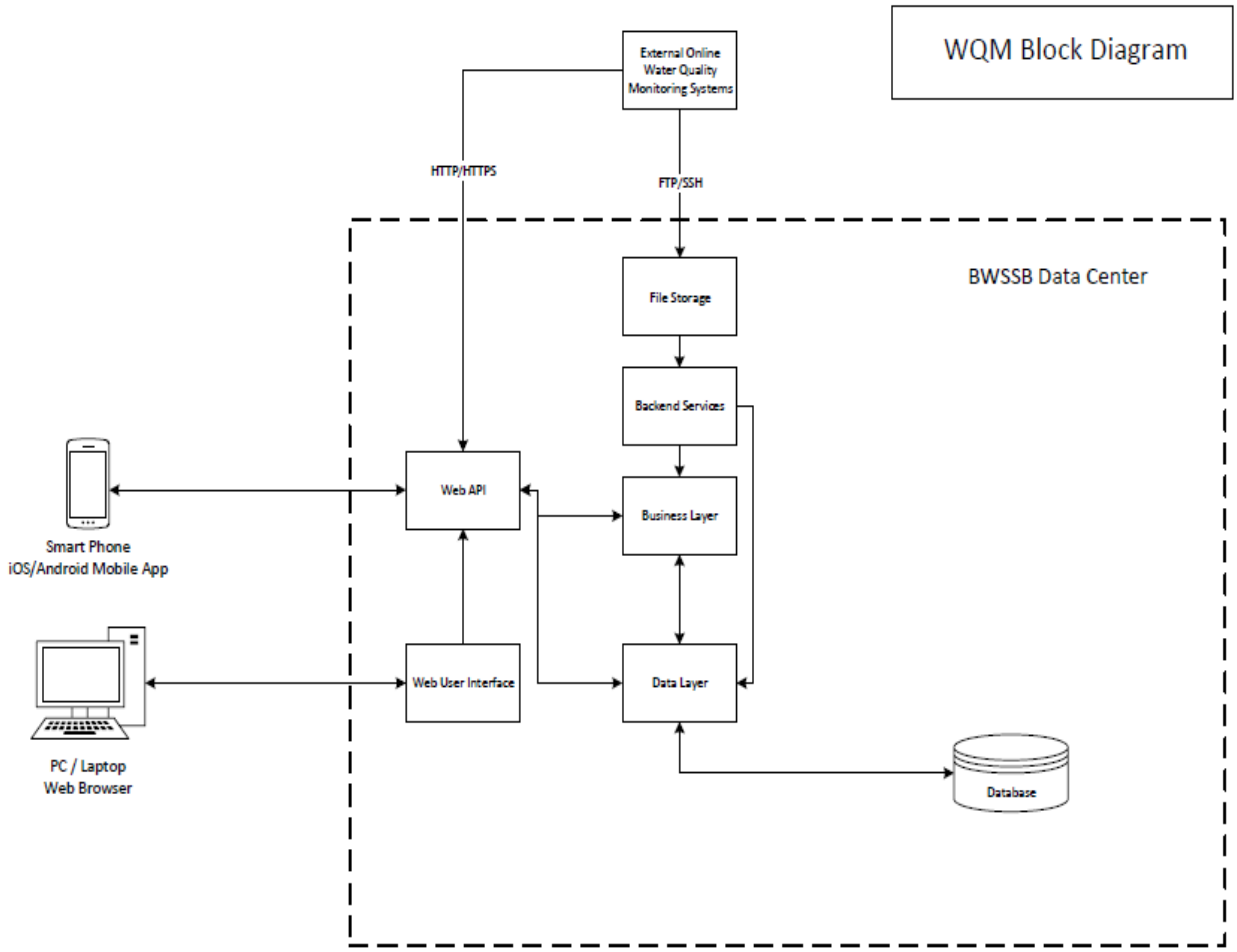
Configuration Details of the BWSSB software to be maintained are as below:

Sl. No	Specification	Description
01	Database Server	Windows 2012 Server R2 Standard Or above with32 GB RAM, 1TB HDD, Microsoft sql Standard 2012 or above.
02	Application Server	Windows 2012 Server R2 Standard Or above with32 GB RAM, 1TB HDD, Internet Information Services.
03	Data Size	10GB
04	No. of Logins	35
05	No. of Tables	18
06	No. of Forms	14
07	No. of Reports	6
08	Application Language	.NET 4.72,C#,ASP.NET,JAWA Script, React Native/Angular(for app development).
09	No of active users	35

SECTION 7: DRAWINGS/ FLOW CHART



Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years.



Section 8: BILL OF QUANTITIES

Item Code	Description of item	Unit	Quantity	Rate in Rs
01	**Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software like mobile application for IO'S and Android phones for 3 years**	**Months**	**36**	

Note: GST is not applicable as the above service is considered as pure service.

Office of the Executive Engineer (MIS),
Bangalore Water Supply & Sewerage Board,
7th Floor, Cauvery Bhavan, Bangalore-09.

Section 8
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer
Management Information System
BWSSB.

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute The Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of s.___**_____**Rupees_____ _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Work of Comprehensive Operation and Maintenance of Water Quality Monitoring Software along with its auxiliary software for 3 years.

Signature and seal of the guarantor _____

Name of Bank

_____

Address

_____

Date _____